

EXHIBIT 1

(Stipulation)

**IN THE UNITED STATES BANKRUPTCY
COURT FOR THE DISTRICT OF DELAWARE**

In re:

RTI HOLDING COMPANY, LLC, *et al.*,¹

Reorganized Debtors.

Chapter 11

Case No. 20-12456 (JTD)

(Jointly Administered)

**STIPULATION ACKNOWLEDGING SATISFACTION OF CLAIMS
HELD BY GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P.
AND GOLDMAN SACHS BANK USA**

This stipulation (the “Stipulation”)² is made and entered into by and between the above-captioned reorganized debtors and debtors-in-possession (the “Debtors” or “Reorganized Debtors”), and claimants Goldman Sachs Specialty Lending Group, L.P. and Goldman Sachs Bank USA (collectively “Goldman Sachs” and, together with the Debtors, the “Parties”), by and through their respective undersigned counsel:

¹ The Debtors in these chapter 11 cases and the last four digits of each Debtor’s U.S. tax identification number are as follows: RTI Holding Company, LLC (4966); Ruby Tuesday, Inc. (5239); Ruby Tuesday, LLC (1391); RTBD, LLC (6505); RT of Carroll County, LLC (8836); RT Denver Franchise, L.P. (2621); RT Detroit Franchise, LLC (8738); RT Distributing, LLC (6096); RT Finance, LLC (7242); RT FL Gift Cards, Inc. (2189); RT Florida Equity, LLC (7159); RT Franchise Acquisition, LLC (1438); RT of Fruitland, Inc. (1103); RT Indianapolis Franchise, LLC (6016); RT Jonesboro Club (2726); RT KCMO Franchise, LLC (7020); RT Kentucky Restaurant Holdings, LLC (7435); RT Las Vegas Franchise, LLC (4969); RT Long Island Franchise, LLC (4072); RT of Maryland, LLC (7395); RT Michiana Franchise, LLC (8739); RT Michigan Franchise, LLC (8760); RT Minneapolis Franchise, LLC (2746); RT Minneapolis Holdings, LLC (7189); RT New England Franchise, LLC (4970); RT New Hampshire Restaurant Holdings, LLC (7438); RT New York Franchise, LLC (1154); RT Omaha Franchise, LLC (7442); RT Omaha Holdings, LLC (8647); RT One Percent Holdings, LLC (6689); RT One Percent Holdings II, LLC (2817); RT Orlando Franchise, LP (5105); RT Restaurant Services, LLC (7283); RT South Florida Franchise, LP (3535); RT Southwest Franchise, LLC (9715); RT St. Louis Franchise, LLC (6010); RT Tampa Franchise, LP (5290); RT Western Missouri Franchise, LLC (6082); RT West Palm Beach Franchise, LP (0359); RTTA, LP (0035); RTT Texas, Inc. (2461); RTTT, LLC (9194); Ruby Tuesday of Allegany County, Inc. (8011); Ruby Tuesday of Bryant, Inc. (6703); Ruby Tuesday of Columbia, Inc. (4091); Ruby Tuesday of Frederick, Inc. (4249); Ruby Tuesday of Linthicum, Inc. (8716); Ruby Tuesday of Marley Station, Inc. (1641); Ruby Tuesday of Pocomoke City, Inc. (0472); Ruby Tuesday of Russellville, Inc. (1601); and Ruby Tuesday of Salisbury, Inc. (5432). The Debtors’ mailing address is 333 East Broadway Ave., Maryville, TN 37804.

² Any capitalized term not defined herein shall have the meaning given to such term in the Plan (as defined herein).

WHEREAS, on October 7, 2020 (the “Petition Date”), the Debtors commenced the above-captioned cases by filing voluntary petitions for relief under Chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”).

WHEREAS, each of the Debtors scheduled one or more secured claims for GSSLG (the “GSSLG Scheduled Claims”).

WHEREAS, the Debtors scheduled for Goldman Sachs Bank USA (“GSB”) an unsecured claim in the amount of \$6,255.67 for Goldman Sachs Bank (the “GSB Unsecured Claim”).

WHEREAS, on December 16, 2020, Goldman Sachs Specialty Lending Group (“GSSLG”) timely filed a secured proof of claim numbered 10578 (the “GSSLG Proof of Claim”) and together with the GSSLG Scheduled Claims and GSB Unsecured Claim, the “Goldman Sachs Claims”) for an undetermined amount.

WHEREAS, on February 17, 2021, the Court entered the *Findings of Fact, Conclusions of Law, and Order Confirming the Debtors’ Second Amended Chapter 11 Plan, as Modified* [D.I. 1144] (the “Confirmation Order”) approving the *Debtors’ Second Amended Chapter 11 Plan, as Modified* [D.I. 1093] (together with the *Plan Supplement* [D.I. 920], *Amended Plan Supplement* [D.I. 1108], *Notice of Filing of Amended Exhibit 4 to Plan Supplement* [D.I. 1069], and *Notice of Filing of Amended Exhibit 8 and 9 to Amended Plan Supplement* [D.I. 1160], (the “Plan”).

WHEREAS, the Effective Date occurred on February 24, 2021 (the “Effective Date”), and, on the following day, the Debtors filed and served the Notice of Entry of Order Confirming Debtors’ Second Amended Chapter 11 Plan, as Modified, and Occurrence of the Effective Date (February 24, 2021) [D.I. 1163].

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, SUBJECT TO BANKRUPTCY COURT APPROVAL, AS FOLLOWS:

1. The above recitals are true and explicitly incorporated herein by reference.

2. The Parties agree that all Claims held or asserted by Goldman Sachs including, without limitation, the Goldman Sachs Claims, have been satisfied in full in accordance with the Plan.

3. Upon entry of an order of the Bankruptcy Court approving this Stipulation, the Debtors, their claims agent, and the Clerk of this Court are authorized to take all actions necessary and appropriate to give effect to this Stipulation, including updating the claims register to reflect the satisfaction of the Goldman Sachs Claims pursuant to this Stipulation.

4. The terms and conditions of this Stipulation shall be immediately effective and enforceable upon its approval by the Bankruptcy Court.

5. Each person signing this Stipulation represents and acknowledges that he or she has the authority to so execute and bind themselves or the party or parties they are signing for to all of the terms set forth herein.

6. This Stipulation may be executed in counterparts, and a facsimile or email copy of a signature page is the equivalent of an original signature page.

7. Except as stated herein, each Party agrees that it has not relied upon any representation, warranty, condition, understanding, promise, or agreement of any kind, other than those actually set forth in this Stipulation, in entering into this Stipulation.

8. This Stipulation shall be fully binding upon the Parties and any of their respective successors in interest.

9. Neither the consideration set forth herein nor anything contained in this Stipulation shall be construed as an admission by any Party to this Stipulation of any liability of any kind on behalf of such Party or any other Party.

10. The Bankruptcy Court shall retain jurisdiction with respect to all matters arising from or related to the interpretation, implementation, or enforcement of the terms and provisions of this Stipulation.

11. This Stipulation shall not be modified, altered, amended, or vacated without written consent of the Parties hereto. Any such modification, alteration, amendment or vacation, in whole or in part, shall be subject to the approval of the Bankruptcy Court.

12. This Stipulation contains the entire agreement by and between the Parties with respect to the subject matter hereof, and all prior understandings or agreements, if any, are merged into this Stipulation.

Dated: June 2, 2021
Wilmington, Delaware

ASHBY & GEDDES, P.A.

/s/ Gregory A. Taylor

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